

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:) Chapter 11
)
FORESIGHT ENERGY LP, *et al.*,) Case No. 20-41308-659
)
Debtors.) Jointly Administered
)
) Related Docket No.: 11

**FINAL ORDER (A) AUTHORIZING THE
DEBTORS TO (I) MAINTAIN, CONTINUE, AND RENEW THEIR
EXISTING INSURANCE PROGRAM AND (II) HONOR CERTAIN PREPETITION
OBLIGATIONS IN RESPECT THEREOF AND (B) GRANTING RELATED RELIEF**

Upon the Motion¹ of Foresight Energy LP and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) requesting entry of a final order (this “Final Order”), pursuant to sections 105(a) and 363 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2015-3(B) of the Local Rules of Bankruptcy Procedure for the Eastern District of Missouri (the “Local Bankruptcy Rules”), (a) authorizing, but not directing, the Debtors to (i) continue their insurance coverage on an uninterrupted basis during the pendency of these chapter 11 cases, including the ability to revise, renew, replace, extend, supplement, or otherwise change their customary insurance policies and (ii) pay all premiums and other related amounts thereunder in the ordinary course of business, and (b) granting related relief, all as more fully described in the Motion; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and Rule 81-9.01(B)(1) of the Local Rules of the United States District Court for the Eastern District of Missouri; and it appearing that venue of the

¹ All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

Debtors' chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and a hearing having been held to consider the relief requested in the Motion; and upon consideration of the First Day Declarations; and upon the record of the hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** to the extent set forth herein.
2. The Debtors are authorized, pursuant to section 105(a) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Bankruptcy Rule 2015-3(B), to pay prepetition Insurance Obligations.
3. The Debtors are also authorized, in their discretion, to continue the Insurance Program² on an uninterrupted basis and to revise, renew, replace, extend, supplement, or otherwise change their Insurance Program and/or purchase new Insurance Policies.
4. The Debtors are further authorized, pursuant to section 363 of the Bankruptcy Code, to pay all postpetition Insurance Obligations in the ordinary course of business.

² For the avoidance of doubt, the terms Insurance Program and Insurance Policies shall include all insurance policies issued or providing coverage at any time to the Debtors or their predecessors, whether expired, current or prospective, and any agreements related thereto, whether or not identified on Exhibit A to the Motion.

5. All applicable banks and other financial institutions are hereby authorized to receive, process, honor and pay any and all checks, drafts, wires, check transfer requests, automated clearing house transfers and other payment orders drawn or issued by the Debtors under this Final Order, whether presented or issued before or after the Petition Date to the extent the Debtors have good funds standing to their credit with such bank or other financial institution. Such banks and financial institutions are authorized to rely on representations of the Debtors as to which checks, electronic funds transfer requests, and payment orders are authorized to be paid pursuant to this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

6. Nothing herein (a) alters or amends the terms and conditions of the Insurance Program or relieves the Debtors of any of their obligations under the Insurance Program, or (b) creates a direct right of action against any Insurance Carriers where such right of action does not already exist under non-bankruptcy law.

7. The Debtors are authorized to issue postpetition checks, or to affect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Insurance Obligations.

8. Notwithstanding anything in the Motion or this Final Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all rights and authorizations granted or approved hereunder, shall be subject in all respects to, as applicable: (a) the orders approving the Debtors' use of cash collateral and/or postpetition debtor-in-possession financing facilities (collectively, the "DIP Orders"); (b) other documentation governing the Debtors' use of cash collateral and postpetition

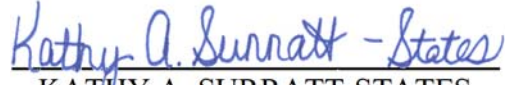
financing facilities; (c) the Budget (as defined in the DIP Orders); and (d) the terms and conditions set forth in the Restructuring Support Agreement (as defined in the DIP Orders). To the extent there is any inconsistency between the terms of any of the DIP Orders and this Final Order, the terms of the DIP Order (or DIP Orders, as applicable) shall control.

9. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing contained in the Motion or this Final Order or any payment made pursuant to this Final Order shall constitute, nor is it intended to constitute: (a) an admission as to the validity or priority of any claim or lien (or the priority thereof) against the Debtors, (b) a waiver of the Debtors' or any party in interest's rights to subsequently dispute or contest such claim or lien on any grounds, (c) a promise or requirement to pay any claim, (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion, (e) a request or authorization to assume or adopt any agreement, contract, or lease under section 365 of the Bankruptcy Code or (f) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or applicable law.

10. Notice of the Motion as provided therein is hereby deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective upon its entry.

12. No later than two (2) business days after the date of this Final Order, the Debtors shall serve on the Notice Parties a copy of this Final Order and shall file a certificate of service no later than twenty-four (24) hours after service.


KATHY A. SURRATT-STATES
Chief U.S. Bankruptcy Judge

DATED: April 10, 2020
St. Louis, Missouri
jjh

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Counsel to the Debtors and Debtors in Possession

Exhibit A

Schedule of Insurance Policies

Carrier	Insurance Broker	Policy Type	Policy No.	Term	Annual Premium
<u>Aon Policies</u>					
National Union Fire Insurance Company	Aon	Directors & Officers	01-585-02-57	6/30/2019-6/30/2020	\$165,000
XL Specialty Insurance Company	Aon	Excess D&O	ELU162615-19	6/30/2019-6/30/2020	\$88,000
Continental Casualty Insurance Company	Aon	Excess D&O	652125455	6/30/2019-6/30/2020	\$86,000
StarStone Specialty Insurance Company	Aon	Excess D&O	Q81449190ASP	6/30/2019-6/30/2020	\$80,000
Endurance American Insurance Company	Aon	Excess D&O	DOX10005085705	6/30/2019-6/30/2020	\$68,000
Twin City Fire Insurance Company	Aon	Excess D&O	72 DA 0285185 19	6/30/2019-6/30/2020	\$62,000
Argonaut Insurance Company	Aon	Excess D&O	MLX7600958-5	6/30/2019-6/30/2020	\$53,300
XL Specialty Insurance Company	Aon	Excess D&O	ELU162617-19	6/30/2019-6/30/2020	\$45,305
ACE American Insurance Company	Aon	Excess D&O	DOX G23684573 006	6/30/2019-6/30/2020	\$40,000
National Union Fire Insurance Company	Aon	Excess D&O	01-585-02-59	6/30/2019-6/30/2020	\$39,900
National Union Fire Insurance Company	Aon	Crime	01-771-84-71	8/31/19 to 8/31/20	\$11,132
Continental Casualty Insurance Company	Aon	Fiduciary	596498795	8/31/19 to 8/31/20	\$7,500
Continental Casualty Insurance Company	Aon	Employment Practice Liability	596721126	8/31/19 to 8/31/20	\$42,000
National Union Fire Insurance Company	Aon	KRE	82867315	8/31/19 to 8/31/22	\$9,018
<u>Reschini Policies</u>					

Carrier	Insurance Broker	Policy Type	Policy No.	Term	Annual Premium
IRONSHORE SPECIALTY INSURANCE CO	The Reschini Group	Package	002043405	6/1/2019-6/1/2020	\$347,477
APOLLO CONSORTIUM	The Reschini Group	General Liability	PC304000N	6/1/2019-6/1/2020	\$89,493
UNDERWRITERS LLOYDS LONDON (IL)	The Reschini Group	General Liability	PC304004N	6/1/2019-6/1/2020	\$18,367
APOLLO CONSORTIUM	The Reschini Group	Umbrella	PC304001N	6/1/2019-6/1/2020	\$363,715
LEXINGTON INSURANCE COMPANY	The Reschini Group	Excess Liability	023627440	6/1/2019-6/1/2020	\$117,153
APOLLO CONSORTIUM	The Reschini Group	Excess Liability	PC304002N	6/1/2019-6/1/2020	\$80,158
STARR SURPLUS LINES INSURANCE COMPANY	The Reschini Group	Excess Liability	10000030750191	6/1/2019-6/1/2020	\$51,010
TRAVELERS INDEMNITY COMPANY	The Reschini Group	BAP	P8108K952696-IND-19	6/1/2019-6/1/2020	\$42,005
Lloyd's (Beazley Led)	The Reschini Group	Property Insurance	PN301440N	12/15/2019-12/15/2020	\$4,363,809
Markel Bermuda	The Reschini Group	Property Insurance	BMBP110912N	12/15/2019-12/15/2020	Premium included above
RSUI Indemnity	The Reschini Group	Property Insurance	NHT910901	12/15/2019-12/15/2020	Premium included above
Liberty Bermuda	The Reschini Group	Property Insurance	BMBP110916N	12/15/2019-12/15/2020	Premium included above
OCIL Bermuda	The Reschini Group	Property Insurance	BMP110914N	12/15/2019-12/15/2020	Premium included above
AWAC Bermuda	The Reschini Group	Property Insurance	BMBP110915N	12/15/2019-12/15/2020	Premium included above
Argo Bermuda	The Reschini Group	Property Insurance	BMB110913N	12/15/2019-12/15/2020	Premium included above

Carrier	Insurance Broker	Policy Type	Policy No.	Term	Annual Premium
Lloyd's (Amtrust)	The Reschini Group	Property Insurance	PN301500N	12/15/2019-12/15/2020	Premium included above
Axis USA	The Reschini Group	Property Insurance	ECF727237-19	12/15/2019-12/15/2020	Premium included above
HIIG	The Reschini Group	Property Insurance	PRO440293	12/15/2019-12/15/2020	Premium included above
Liberty Bermuda	The Reschini Group	Property Insurance	BMPP11091N	12/15/2019-12/15/2020	Premium included above
MS Amlin	The Reschini Group	Property Insurance	PN306460M	12/15/2019-12/15/2020	Premium included above
RSUI Indemnity	The Reschini Group	Property Insurance	NHT910903	12/15/2019-12/15/2020	Premium included above
Lloyd's (Markel Led)	The Reschini Group	Property Insurance	KA304650N	12/15/2019-12/15/2020	Premium included above
Ironshore Specialty Insurance Company	The Reschini Group	Excess Liability \$25mil xs \$25mil	001682306	6/1/2019-6/1/2020	\$92,909
US AIG	The Reschini Group	Aircraft	S1HL1-D103	5/23/2019-5/23/2020	Covered
Rockwood Casualty Insurance Company	The Reschini Group	Coal Field Construction, LLC WC	WC455866	7/01/2019-7/01/2020	\$2,772,523
The Ins Co of the State of PA	The Reschini Group	International Exporters	WS11013333	6/01/2019-6/01/2020	Covered
Continental Insurance Co	The Reschini Group	Crime	596684319	5/05/2019-5/05/2020	Covered
Liberty Mutual	The Reschini Group	Marine Excess \$90mil xs \$10mil	ATABWTLE001	12/05/2019-12/05/2020	premium included above
National Union Fire Ins Co	The Reschini Group	Marine Cargo	0 15912958	8/12/2019-8/12/2020	\$11,600
US AIG	The Reschini Group	Helicopter	SIHL 1-E671	12/02/2019-12/02/2020	Covered
AIG National Union Fire Ins	The Reschini Group	Kidnap and Ransom	86-342-978	8/11/2019-8/11/2020	Covered
Underwriters at Lloyds, London	The Reschini Group	Breach Response	W20307180301	9/21/2019-9/21/2020	Covered